

Hazardous Waste Section  
File Room Document Transmittal Sheet

17

Your Name: Ann Preston  
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Facility Name: EHC  
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Document Type: Settlement Agreement (SA)  
Description: EHC Settlement Agreement Docket # 2011-018 Signed October 17, 2011  
Date of Doc: 10/17/2011  
Author of Doc: Doug Roberts

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**In Re: Environmental Hydrogeological Consultants, Inc.**  
**NCD 000 136 671**  
**DOCKET # 2011-018**

**SETTLEMENT**  
**AGREEMENT**

The North Carolina Department of Environment and Natural Resources ("the Department") and Environmental Hydrogeological Consultants, Inc. ("EHC") enter into this Settlement Agreement in order to amicably resolve matters in controversy between them. This matter arose out of the issuance of a Compliance Order with Administrative Penalty by the Department's Division of Waste Management ("Division") against EHC on July 11, 2011, Docket # 2011-018 ("the Compliance Order"), for alleged violations of the laws and rules governing the management of hazardous waste, as contained in Article 9 of Chapter 130A of the North Carolina General Statutes and the State Hazardous Waste Rules, codified at 15A N.C. Admin. Code 13A.

Based on informal settlement discussions between the parties, and the Division's consideration of additional information, and without any trial of fact or law in a contested case hearing, the Division and EHC have agreed to settle their dispute on the following terms:

1. EHC acknowledges the violations of the North Carolina Hazardous Waste Management Rules cited in the Compliance Order, and stipulates to the facts on which the penalty assessment was based.
2. EHC shall pay to the Division a recomputed penalty in the amount of nine hundred thirty dollars (\$930.00) in settlement of the penalty assessed in the Compliance Order. The Division agrees to accept the payment of the recomputed penalty in complete satisfaction of the original penalty assessed in the Compliance Order with Administrative Penalty. The recomputed penalty shall be paid to the Division in one

installment within thirty (30) days of the execution of this Agreement.

3. EHC shall pay to the Division investigative and inspection costs totaling nine hundred forty-four dollars and fifty-five cents (\$944.55) noted in Paragraph 2. of the Conditions for Continued Operation section of the Compliance Order in one installment within thirty (30) days of the execution of this Settlement Agreement.
4. The payments required under paragraphs 2. and 3. of this Settlement Agreement shall be made by two (2) separate certified checks or money orders, one for the recomputed penalty and one for the investigative and inspection costs, payable to the Division of Waste Management, and mailed to Elizabeth W. Cannon, Chief, Hazardous Waste Section, 401 Oberlin Road, Suite 150, Raleigh, NC 27605 (or 1646 Mail Service Center, Raleigh, NC 27699-1646).
5. The Division acknowledges that in light of additional information provided by EHC during settlement discussions, EHC owes no annual activity fee as noted due in Paragraph 3. of the Conditions for Continued Operation section of the Compliance Order.
6. EHC did not file a petition for contested case hearing with the Office of Administrative Hearings, and by entering this Settlement Agreement, expressly waives its right to an administrative hearing with respect to the Compliance Order.
7. Nothing in this Settlement Agreement shall restrict the right of the Division to inspect EHC and take enforcement action against EHC for any new, subsequent or repeat violations of Article 9 of Chapter 130A of the North Carolina General

Statutes or the Hazardous Waste Management Rules. It is further understood that EHC may contest any subsequent enforcement action based on allegations of new, subsequent or repeat violations, to the extent such right is provided in Chapter 130A of the North Carolina General Statutes.

8. EHC and the Division agree that each shall bear its own costs related to any disputes covered by this Settlement Agreement. EHC shall not apply for attorney fees or costs under any rule or law, and the Division shall not be liable for any attorney fees, costs, or expenses incurred by EHC.
9. EHC and the Division agree that the consideration for this settlement is in the promises contained herein, that this Settlement Agreement contains the whole agreement between them, and that there are no understandings, or agreement, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
10. This Settlement is contractual in nature and not just a recitation of terms. The language of this Agreement shall be construed, enforced, and governed by the laws of the State of North Carolina.
11. The corporate officer signing on behalf of EHC hereby warrants that he is competent to enter into this Agreement and that no court or tribunal of competent jurisdiction has found him to be incompetent or otherwise incapable of handling his business affairs or entering into a binding agreement or contract.
12. Each provision of this Agreement is intended to be severable, and if any provision is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this



Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained therein.

13. The Agreement shall be binding upon and inure to the benefit of the assigns, heirs, executors, and administrators of EHC and to the Division, its officials, managers, employees, assigns, predecessors, and successors.
14. This Agreement shall be binding upon the Parties upon execution by the undersigned. The Agreement becomes effective on the last date of the signatures of the undersigned.
15. The undersigned representative of EHC hereby acknowledges that he has read this Settlement Agreement, conferred with his attorney, fully understands the contents of the Agreement, consents to the settlement of claims on the terms set forth herein, and does so in reliance upon his own judgment and advice of his attorney and not in reliance on any other representations or promises of the Division, its representatives, or its attorneys.

THE PARTIES ACKNOWLEDGE THAT EACH HAS CAREFULLY READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS AND ITS LEGAL AND BINDING EFFECT. EACH PARTY FURTHER ACKNOWLEDGES THAT EACH MAKES A KNOWING AND VOLUNTARY WAIVER OF THEIR RIGHTS IN EXCHANGE FOR THE CONSIDERATION SPECIFIED IN THIS AGREEMENT.

IN WITNESS WHEREOF, this Settlement Agreement is executed in duplicate originals:

FOR THE NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENT AND NATURAL RESOURCES:

Elizabeth W. Cannon

Elizabeth W. Cannon  
Chief, Hazardous Waste Section  
Division of Waste Management

Oct. 17, 2011

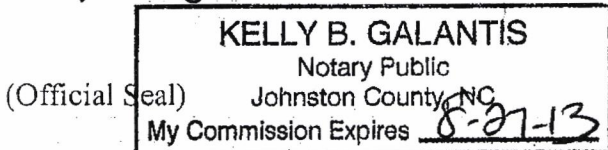
Date

NORTH CAROLINA  
County of WAKE

I, Kelly B. Galantis, A Notary  
Public for said County and State, do hereby certify  
that Elizabeth W. Cannon personally  
appeared before me this day, is personally known to  
me or provided official identification in the form of  
\_\_\_\_\_, and acknowledged  
the due execution of the foregoing instrument.

Witness my hand official seal, this the 17 day of  
October, 2011.

Kelly B. Galantis  
Notary Public



My Commission expires: 8-27-13

FOR ENVIRONMENTAL HYDROGEOLOGICAL  
CONSULTANTS, INC.:

Thomas Ammons

Name:  
Title: Manager / VP

10-3-11

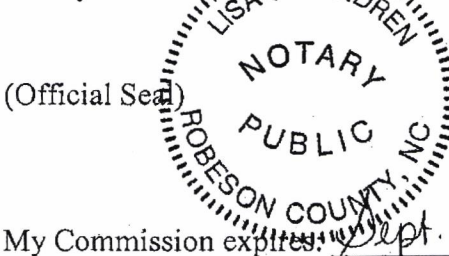
Date

NORTH CAROLINA  
County of Robeson

I, Lisa S. Hendren, A Notary  
Public for said County and State, do hereby certify  
that Thomas Ammons personally  
appeared before me this day, is personally known to  
me or provided official identification in the form of  
\_\_\_\_\_, and acknowledged  
the due execution of the foregoing instrument.

Witness my hand official seal, this the 3<sup>rd</sup> day of  
October, 2011.

Lisa S. Hendren  
Notary Public



My Commission expires: Sept. 1, 2015